

U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE		ATTORNEY'S DOCKET NUMBER 01013.0015.PCUS00
TRANSMITTAL LETTER TO THE UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US) CONCERNING A FILING UNDER 35 U.S.C. 371		U.S. APPLICATION NO. (if known) 10/048,094
INTERNATIONAL APPLICATION NO. PCT/EP00/07149	INTERNATIONAL FILING DATE 26 July 2000	PRIORITY DATE CLAIMED 29 July 1999
TITLE OF INVENTION Method for power and time optimization of the Travel Mode in a Vehicle/Train		
APPLICANT(S) FOR DO/EO/US Rudiger Franke; Peter Terwiesch; Markus Meyer; Karl-Herman Ketteler (inventors)		
Applicant herewith submits to the United States Designated/Elected Office (DO/EO/US) the following items and other information:		
<ol style="list-style-type: none"> 1. <input type="checkbox"/> This is a FIRST submission of items concerning a filing under 35 U.S.C. 371. 2. <input checked="" type="checkbox"/> This is a SECOND or SUBSEQUENT submission of items concerning a filing under 35 U.S.C. 371. 3. <input type="checkbox"/> This is an express request to begin national examination procedures (35 U.S.C. 371(f)). The submission must include items (5), (6), (9) and (21) indicated below. 4. <input type="checkbox"/> The US has been elected by the expiration of 19 months from the priority date (Article 31). 5. <input type="checkbox"/> A copy of the International Application as filed (35 U.S.C. 371(c)(2)) <ol style="list-style-type: none"> a. <input type="checkbox"/> is attached hereto (required only if not communicated by the International Bureau). b. <input type="checkbox"/> has been communicated by the International Bureau. c. <input type="checkbox"/> is not required, as the application was filed in the United States Receiving Office (RO/US). 6. <input type="checkbox"/> An English language translation of the International Application as filed (35 U.S.C. 371(c)(2)) <ol style="list-style-type: none"> a. <input type="checkbox"/> is attached hereto. b. <input type="checkbox"/> has been previously submitted under 35 U.S.C. 154(d)(4). 7. <input type="checkbox"/> Amendments to the claims of the International Application under PCT Article 19 (35 U.S.C. 371(c)(3)) <ol style="list-style-type: none"> a. <input type="checkbox"/> are attached hereto (required only if not communicated by the International Bureau). b. <input type="checkbox"/> have been communicated by the International Bureau. c. <input type="checkbox"/> have not been made; however, the time limit for making such amendments has NOT expired. d. <input type="checkbox"/> have not been made and will not be made. 8. <input type="checkbox"/> An English language translation of the amendments to the claims under PCT Article 19 (35 U.S.C. 371(c)(3)). 9. <input type="checkbox"/> An Oath or declaration of the inventor(s) (35 U.S.C. 371(c)(4)). 10. <input type="checkbox"/> An English language translation of the annexes of the International Preliminary Examination report under PCT Article 36 (35 U.S.C. 371(c)(5)). 		
Items 11 to 20 below concern document(s) or information included: <ol style="list-style-type: none"> 11. <input checked="" type="checkbox"/> An Information Disclosure Statement under 37 CFR 1.97 and 1.98. 12. <input checked="" type="checkbox"/> An assignment document for recording. A separate cover sheet in compliance with 36 CFR 3.28 and 3.31 is included. 13. <input checked="" type="checkbox"/> A FIRST preliminary amendment. 14. <input type="checkbox"/> A SECOND or SUBSEQUENT preliminary amendment. 15. <input type="checkbox"/> A substitute specification. 16. <input type="checkbox"/> A change of power of attorney and/or address letter. 17. <input type="checkbox"/> A computer-readable form of the sequence listing in accordance with PCT Rule 13ter.2 and 35 U.S.C. 1.821 – 1.825. 18. <input type="checkbox"/> A second copy of the published international application under 35 U.S.C. 154(d)(4). 19. <input type="checkbox"/> A second copy of the English language translation of the international application under 35 U.S.C. 154(d)(4). 20. <input type="checkbox"/> Other items or information. 		

DEC 09 2002

Technology Center 2100

GROUP 3600

JAN 29 2003

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U.S. APPLICATION NO. (if known, see 37 CFR 1.5)
10/048,094

INTERNATIONAL APPLICATION NO.
PCT/EP00/07149

ATTORNEY'S DOCKET NO.
01013.0015.PCUS00

21. The following fees are submitted:

BASIC NATIONAL FEE (37 CFR 1.492 (A) (1) – (5))

Neither international preliminary examination fee (37 CFR 1.482) nor international search fee (37 CFR 1.445(a)(2) paid to USPTO and International Search Report not prepared by the EPO or JPO	1000.00
International preliminary examination fee (37 CFR 1.482) not paid to USPTO but International Search Report prepared by the EPO or JPO	860.00
International preliminary examination fee (37 CFR 1.482) not paid to USPTO but international search fee (37 CFR 1.445(a)(2) paid to USPTO.....	710.00
International preliminary examination fee (37 CFR 1.482) paid to USPTO but all claims did not satisfy provisions of PCT Article 33 (1)-(4)	690.00
International preliminary examination fee (37 CFR 1.482) paid to USPTO but all claims satisfied provisions of PCT Article 33 (1)-(4)	100.00

ENTER APPROPRIATE BASIC FEE AMOUNT =

Surcharge of **\$130.00** for furnishing the Oath or declaration later than 20 30 months from the earliest claimed priority date (37 CFR 1.492(e)).

CLAIMS	NUMBER FILED	NUMBER EXTRA	RATE
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Total claims	- 20 =		X \$ 18.00
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Independent claims	- 3 =		X \$ 80.00
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MULTIPLE DEPENDENT CLAIM(S) (if applicable)			X \$270.00
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TOTAL OF ABOVE CALCULATIONS =

<input type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27. The fees indicated above are reduced by ½.	+	
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SUBTOTAL =

Processing fee of \$130.00 for furnishing the English translation later than <input type="checkbox"/> 20 <input type="checkbox"/> 30 months from the earliest claimed priority date (37 CFR 1.492(f)).	
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TOTAL NATIONAL FEE =

Fee for recording the enclosed assignment (37 CFR 1.21(h)). The assignment must be accompanied by an appropriate cover sheet (37 CFR 3.28, 3.31). \$40.00 per property	+	\$40
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TOTAL FEES ENCLOSED =

Technology Center 2100

RECEIVED

DEC 09 2002

Amount to be refunded:	\$
charged:	\$40

- a. A check in the amount of \$ to cover the above fees is enclosed.
- b. Please charge my Deposit Account No. 08-3038 referencing the docket number shown above in the amount of \$40 to cover the above fees.
- c. The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 08-3038 referencing docket number shown above. A duplicate copy of this sheet is enclosed.

NOTE: Where an appropriate time limit under 37 CFR 1.494 or 1.495 has not been met, a petition to revive (37 CFR 1.137 (a) or (b)) must be filed and granted to restore the application to pending status.

SEND ALL CORRESPONDENCE TO:

Howrey Simon Arnold & White
CityPoint
1 Ropemaker Street
London EC2Y 9HS
United Kingdom

SIGNATURE: David P. Owen
NAME: David P. Owen
REGISTRATION NUMBER: 43,344
TELEPHONE NUMBER: 011 44 20 7628 3303

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
PATENTS ONLY

U.S. Patent and Trademark Office

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Rudiger Franke
 Peter Terwiesch
 Markus Meyer
 Karl-Hermann Ketteler

Additional name(s) of conveying party(ies) attached?

yes no

2. Name and address of receiving party(ies):

Name: Bombardier Transportation GmbH

Street Address: Saatwinkler Damm 43

City: Berlin

State: Zip Code: 13627 Country: Germany

Additional name(s) & address(es) attached?

yes no

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date(s): 17 May 2002; 20 May 2002; 28 May 2002; 18 May 2002

4. Application number(s) or patent number(s):

If this document is filed together with a new application, the execution date of the application is

A. Patent Application No(s).

10/048,094

B. Patent No(s).

Additional numbers attached? yes no

5. Name & address of party to whom correspondence concerning document should be mailed:

David P. Owen
 HOWREY SIMON ARNOLD & WHITE
 CityPoint
 One Ropemaker Street
 London EC2Y 9HS
 United Kingdom
 Tel: 011 44 20 7628 3303

6. Total number of applications and patents involved

17. Total fee (37 C.F.R. § 3.41).....\$ 40.00 Enclosed Authorized to be charged to Deposit Account8. Deposit Account Number: 08-3038

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David P. Owen

Name of Person Signing
 Registration No. 43,344

Signature

29 July 2002

Date

Total number of pages including cover sheet, attachments and document

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks, Box Assignments
 Washington, D.C. 20231

08/13/2002 ATRAN1 00000092 083038 10048094

01 FC:581

40.00 CH

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned, the undersigned hereby sell(s) and assign(s) to **Bombardier Transportation GmbH, Saatwinkler Damm 43, D-13627 Berlin, Germany** (the Assignee) his/her entire right, title and interest

check applicable box(es):

for the United States of America (as defined in 35 U.S.C. § 100),
 and throughout the world,

in the invention(s) known as **Method for power optimization of the Travel Mode in a Vehicle/Train** for which application(s) for patent in the United States of America has (have) been executed by the undersigned on _____ (also known as United States Application No. 10/048,094 filed on **24 January 2002**), in any and all applications thereon, in any and all Letters Patent(s) therefor, and in any and all reissues, extensions, renewals, reexaminations of such applications or Letters Patent(s) and divisional and continuation applications thereof, to the full end of the term or terms for which such Letters Patent(s) issue, including all claims, if any, that may have arisen for infringement prior to the date of this assignment, such entire right, title and interest to be held and enjoyed by the above-named Assignee to the same extent as they would have been held and enjoyed by the undersigned had this assignment and sale not been made.

The undersigned agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree(s) to execute all papers necessary in connection with any interference that may be declared concerning the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

The undersigned hereby represents that the undersigned has full right to convey the entire interest herein assigned, and that the undersigned has not executed, and will not execute, any agreement in conflict therewith.

IN WITNESS WHEREOF, executed by the undersigned on the date(s) opposite their name(s).

Signature: Rudiger Franke Date: 17.5.2002
Rudiger Franke

Signature: Peter Terwiesch Date: _____
Peter Terwiesch

Signature: Markus Meyer Date: _____
Markus Meyer

Signature: Karl-Hermann Ketteler Date: _____
Karl-Hermann Ketteler

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned, the undersigned hereby sell(s) and assign(s) to **Bombardier Transportation GmbH, Saatwinkler Damm 43, D-13627 Berlin, Germany** (the Assignee) his/her entire right, title and interest

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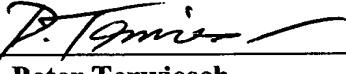
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IN WITNESS WHEREOF, executed by the undersigned on the date(s) opposite their name(s).

Signature: _____ Date: _____

Rudiger Franke

Signature:  Date: **2002-05-20**

Peter Terwiesch

Signature: _____ Date: _____

Markus Meyer

Signature: _____ Date: _____

Karl-Hermann Ketteler

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned, the undersigned hereby sell(s) and assign(s) to **Bombardier Transportation GmbH, Saatwinkler Damm 43, D-13627 Berlin, Germany** (the Assignee) his/her entire right, title and interest

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 and throughout the world,

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IN WITNESS WHEREOF, executed by the undersigned on the date(s) opposite their name(s).

Signature: _____ Date: _____
Rudiger Franke

Signature: _____ Date: _____
Peter Terwiesch

Signature: _____ Date: **2002-05-28**
h. frey
Markus Meyer

Signature: _____ Date: _____
Karl-Hermann Ketteler

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Rudiger Franke

Signature: _____ Date: _____
Peter Terwiesch

Signature: _____ Date: _____
Markus Meyer

Signature: _____ Date: _____
Karl-Hermann Ketteler